

**EMPLOYMENT CONTRACT BETWEEN**  
**THE CITY OF NEVADA, MISSOURI**  
**AND**  
**STEPHANIE M. MARTIN**

This agreement, is made and entered into as of the **7th day of September 2021**, between the City of Nevada, Missouri, a Missouri Municipal Corporation, 110 S. Ash, Nevada, Missouri, (hereinafter City) and Stephanie M. Martin (hereinafter Ms. Martin), enter into an employment contract, at which time Ms. Martin will accept the position of City Clerk for the City of Nevada, Missouri. City and Ms. Martin hereby agree to the following employment terms:

**1. EMPLOYMENT AND DUTIES**

- 1.1. Duties.** The City Council hereby appoints and employs Ms. Martin as City Clerk for the CITY to perform the functions and duties of that position, as described in Article III of the Charter of the City of Nevada, Nevada Municipal Code Chapter 2, Article XVI.
- 1.2. Working Hours.** Ms. Martin shall work all hours necessary to perform the duties specified in the City Charter. Hours are flexible; however Ms. Martin will generally be expected to be available on dates City Hall is open to the Public.
- 1.3. Employment Status.** Upon appointment to the City Clerk position, Ms. Martin shall serve at the will and pleasure of the City Council and understands that by accepting the City Clerk appointment, Ms. Martin shall be an "at-will" employee.

**2. COMPENSATION AND EVALUATION**

- 2.1. Compensation.** Ms. Martin's pay rate is \$19.83 per hour and employment as described in the Nevada Municipal Code Chapter 25-1-108 (1).
- 2.2. Cost of living.** If a general "cost of living" increase is granted to the general employees of the City, Ms. Martin shall receive any such increase at the same percentage as all other employees. This increase shall be in addition to any merit increase that might be given.
- 2.3. Evaluation.** The City Council shall conduct an initial evaluation of Ms. Martin's performance promptly following the six (6) month anniversary of the effective date of this Agreement. In December of each year the performance of Ms. Martin will be evaluated by the City Council and an adjustment in salary will be considered based on satisfactory and meritorious performance and funds available. If an increase in salary is warranted it shall be effective on the first day of January next succeeding the performance evaluation.

BILL NO. 2021- 063

ORDINANCE NO. 8445

**A EMERGENCY ORDINANCE OF THE CITY OF NEVADA, MISSOURI  
AUTHORIZING AN EMPLOYMENT CONTRACT WITH STEPHANIE M. MARTIN.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI  
THAT:**

**WHEREAS**, it is the desire of the City Council of the City of Nevada (hereinafter the "City Council") to employ Stephanie M. Martin to serve in the position of City Clerk, which position is prescribed by the Charter of the City of Nevada, Missouri and;

**WHEREAS**, The Charter of the City of Nevada and Municipal Code of Ordinances define the duties of the City Clerk and;

**WHEREAS**, Stephanie M. Martin desires to perform and assume responsibility for the provision of City Clerk services to the CITY and;

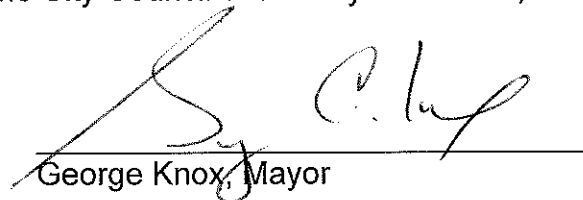
**WHEREAS**, the City Council wish to establish the terms and conditions of Stephanie M. Martin's employment as City Clerk.

**Section 1** The Council finds and declares that by reason of uniformed council proceedings, and authenticating by the clerk's signature all ordinances and resolutions, it is necessary to employ promptly a competent and experienced City Clerk.

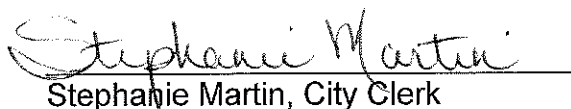
**Section 2** This Agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as an obligation of the City of Nevada, Missouri.

**Section 3.** The Mayor and City Clerk are hereby authorized and directed to execute the same and affix the corporate seal.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 7th day of September, 2021.

  
George Knox, Mayor

(seal)  
ATTEST:

  
Stephanie Martin, City Clerk

### 3. BENEFITS

- 3.1. Insurance. The City of Nevada will make Health, Dental and Life Insurance coverage available to the Ms. Martin.
- 3.2. Fringe benefits. Holidays, sick leave, and vacation per Chapter 25, Article IV of the Municipal Code of the City of Nevada are to be observed.
- 3.3. Cell Phone: Ms. Martin may be entitled to a non-taxable allowance to cover the business use of her personal cell phone or provided a City phone for business use.
- 3.4. Business equipment. If funds are available the CITY will provide to Ms. Martin any job related equipment, such as a computer, cell phone, internet etc. that is needed to perform required functions and duties. Equipment remains the property of the City of Nevada and shall be returned no later than the last day of employment.
- 3.5. Education. The City agrees to pay, if funds are available, for travel and subsistence expenses of Ms. Martin for short courses, institutes, and seminars that are necessary for professional development and for the good of the CITY. The City agrees to pay, if funds are available, for professional dues and subscriptions of reasonably related to the professional growth, development, education and training of Ms. Martin.


### 4. OTHER CONDITIONS OF EMPLOYMENT

- 4.1. Termination: This contract can be terminated by either party, with or without cause, for a good reason, for a bad reason, or no reason at all, by giving forty-five (45) days written notice.
- 4.2. Agreement: This agreement constitutes the entire agreement between the parties. This Agreement may be amended only by a writing signed by Ms. Martin, approved by the City Council and executed on behalf of the City.


CITY OF NEVADA, MISSOURI

  
George Knox, Mayor

EMPLOYEE

  
Ms. Martin, Employee

9/7/2021  
Date

  
  
Stephanie Martin, City Clerk

**AGENDA ITEM**  
September 7, 2021

Subject: Employment of Stephanie M. Martin

Department: Administration

An Employment agreement between Stephanie M. Martin and the City of Nevada for the position of City Clerk.